

Memorandum of Agreement
Between the
International Association of Firefighters, AFL-CIO Local 2180,
and the City of Chula Vista

This Memorandum of Agreement is the full agreement reached between the parties following good faith negotiations requested by the City of Chula Vista as a consequence of the City's projected financial deficit.

By this Agreement, the City and the International Association of Firefighters, AFL-CIO Local 2180 ("IAFF") agree to the following:

1. IAFF represented employees (hereinafter "Employee(s)") shall make contributions, which will be applied to the City's contribution to CalPERS under Government Code section 20516 for optional benefits, in the amount of nine percent (9%) for Employees in the "Local Firefighters" CalPERS member category effective January 14, 2011. The aforementioned contributions will be made on a pre-tax basis to the extent permitted by the Internal Revenue Code 414(h)(2), as stated in Article 2.17 of the MOU.
2. For Employees hired after the effective date of this Memorandum of Agreement, the current CalPERS Retirement Plan benefits for Employees in the "Local Firefighters" CalPERS member category shall be amended to require (1) a 3% @ 55 calculation; (2) that the employees make 100% of the statutory employee contribution to CalPERS, currently 9%; (3) that there be no final year concession of said payments to compensation for CalPERS benefit calculation purposes; (4) the use of average highest three years calculation; and (5) that the City will no longer provide for subsidized retiree health care rates by offering a blended health care rate for employees hired under the Second Tier CalPERS Retirement Plan. This paragraph will be effective upon approval by the City Council.
3. On July 1, 2012, IAFF employees shall receive a 1% salary reinstatement as provided for paragraph 1 of the June 16, 2009 Side letter of Agreement. On July 1, 2012, IAFF employees shall receive a 1% COLA. On January 1, 2013, IAFF employees shall receive a 2.5% COLA.
4. IAFF employees shall forgo the scheduled salary increases set forth in paragraph 1 of the February 9, 2009 Side Letter of Agreement, totaling eight (8) percent.
5. City funding of \$100 per month per employee for Retirement Medical Trust described in paragraph 8 of the February 9, 2009 Side Letter of Agreement shall be eliminated. However, City will pay \$2500 start up costs, so that employees may make voluntary contributions.
6. The City agrees to replace one Engineer in the Training Division with a Captain, effective July 1, 2011.
7. The City agrees to eliminate the salary reopener stated in paragraph 3 of the February 9, 2009 Side Letter of Agreement and the staffing reopener stated in paragraph 14 of the June 16, 2009 Side Letter of Agreement.
8. The City agrees that effective January 1, 2011 through the remainder of the MOU, currently set to expire June 30, 2013, there shall be constant minimum staffing for

IAFF represented Fire Suppression employees of 38 employees per day, consisting of 2 Operational Battalion Chiefs, 11 Captains, 11 Engineers, 14 fire fighters. The above staffing shall be 1 Captain, 1 Engineer, and 1 Firefighter on Engines; 1 Captain, 1 Engineer, and 2 Firefighters on trucks; and 1 Captain, 1 Engineer, and 2 Firefighters on USARs. If the City decides to place an additional Firefighter to an Engine, it shall raise the constant minimum staffing per day accordingly. Additionally, the City agrees not to cross-staff Trucks or USARs. The City, while otherwise reserving any and all rights to issue and implement layoffs, shall not implement layoffs that violate the terms set forth in this paragraph.

9. The City agrees that the minimum staffing level for IAFF represented employees in the Training Division shall be no less than three (3) full time employees, consisting of one (1) Captain and two (2) Engineers from January 1, 2011 to June 30, 2011 and thereafter from July 1, 2011 to June 30, 2012 the minimum staffing shall consist of two (2) Captains and one (1) Engineer. An Engineer position shall remain vacant, but may be filled by the City, in its sole discretion. Beginning March 1, 2012 to May 30, 2012, IAFF may request to meet and confer on extending the aforementioned minimum staffing for IAFF represented employees in the Training Division until June 30, 2013. If a vacancy occurs in the aforementioned staffing level for IAFF represented employees in the Training Division by reason of voluntary separation from City service, the City is not required to fill that position and the minimum staffing level shall be reduced accordingly. The City, while otherwise reserving any and all rights to issue and implement layoffs, shall not implement layoffs that violate the terms set forth in this paragraph.
10. The City agrees that the minimum staffing level for IAFF represented employees in the Prevention Division shall be no less than seven (7) full time employees, consisting of one (1) Fire Prevention Engineer/Fire Investigator, one (1) Senior Fire Inspector /Fire Investigator; and five (5) Fire Inspectors I/Fire Investigators or five (5) Fire Inspectors II/Fire Investigator or any combination thereof from January 1, 2011 to June 30, 2012. Beginning March 1, 2012 to May 30, 2012, IAFF may request to meet and confer on extending the aforementioned minimum staffing for IAFF represented employees in the Prevention Division until June 30, 2013. If a vacancy occurs in the aforementioned staffing level for IAFF represented employees in the Prevention Division by reason of voluntary separation from City Service, the City is not required to fill that position and the minimum staffing level shall be reduced accordingly. The City, while otherwise reserving any and all rights to issue and implement layoffs, shall not implement layoffs that violate the terms set forth in this paragraph.
11. The City agrees to change (but not reclassify) the titles to the following positions:
 - a. Fire Prevention Engineer to Fire Prevention Engineer/Fire Investigator
 - b. Senior Fire Inspector to Senior Fire Inspector /Fire Investigator
 - c. Fire Inspector I to Fire Inspector I/Fire Investigator
 - d. Fire Inspector II to Fire Inspector II/Fire Investigator

The re-title is agreed by the parties to result in no change in terms and conditions of employment for present incumbents in these positions, or for future individuals so classified.

12. The City agrees to rescind layoffs upon affected unit members based on the concessions made by the bargaining unit in this Agreement.

For IAFF, Local 2180:

Michael A. Ash 01/14/11
Name Date

Name Date

Name Date

Name Date

Name Date

For the City of Chula Vista:

Adrian D. ... 1/14/11
Name Date

Rezae 1/14/11
Name Date

Name Date

Name Date

Name Date